

RESOLUTION NO. 10-27

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING A GRANT AWARD FROM THE MIAMI-DADE COUNTY METROPOLITAN PLANNING ORGANIZATION ("MPO") PURSUANT TO ITS MUNICIPAL GRANT PROGRAM FOR FISCAL YEAR 2010 TO FUND THE ENHANCED HIALEAH TRANSIT CIRCULATOR SERVICES AND OPPORTUNITIES STUDY IN THE AMOUNT OF \$20,000 AND AUTHORIZING THE 20% LOCAL MATCH EXPENDITURE IN THE AMOUNT OF \$5,000; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE MPO IN FURTHERANCE THEREOF, IN THE FORM ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" .

WHEREAS, pursuant to Hialeah, Fla., Resolution 97-111 (Sept. 12, 1997), the City of Hialeah approved a municipal grant application to the Miami-Dade county Metropolitan Planning Organization ("MPO") for \$50,000, together with a \$12,000 local match from the City of Hialeah, to fund a feasibility study, analyzing the economic, environmental and traffic impacts of a localized circulator service within the City; and

WHEREAS, the feasibility study was the impetus that spurred the development of a fully operational Hialeah Transit System that commenced operations in October 2002; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 07-91 (Aug. 30, 2007), the City of Hialeah accepted a grant award for fiscal year 2008 to fund the enhanced Hialeah Transit Circulator Services and Opportunities Study; and

WHEREAS, the City finds it in its best interest and general welfare to accept the same grant award for fiscal year 2010; and

WHEREAS, overall objective of the Enhanced Hialeah Transit Circulator Services and Opportunities Study is to improve the operation and service of HTS; and

WHEREAS, the proposed study will focus on reviewing and revising routes and enhancing services, improving the interconnection of HTS with Metro-Dade Transit

(MDT) and Tri-Rail and other public and private transportation services, and evaluating the performance of HTS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The Mayor and the City Council of the City of Hialeah, Florida hereby accept a grant award from the Miami-Dade County Metropolitan Planning Unit ("MPO") pursuant to its Municipal Grant Program for fiscal year 2010 to fund the Enhanced Hialeah Transit Circulator Services and Opportunities Study in the amount of \$20,000 and further authorize 20% local match expenditure in the amount of \$5,000.

Section 3: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to enter into an Interlocal Agreement with the MPO in furtherance thereof, in the form attached hereto and made a part hereof as Exhibit "1".

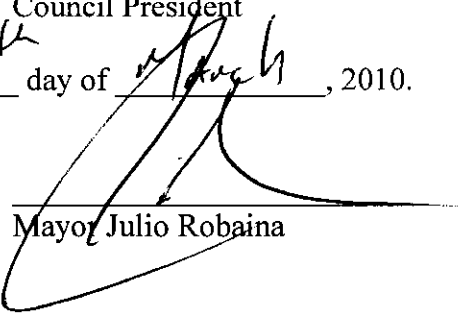
PASSED AND ADOPTED this 9th day of March, 2010.

Attest:



Rafael E. Granado, City Clerk

Approved on this 10th day of March, 2010.


Carlos Hernandez
Council President


Mayor Julio Robaina

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the Miami-Dade Metropolitan Planning Organization (MPO), hereinafter called the MPO and the *City of Hialeah*, hereinafter called **HIALEAH**.

That the MPO and **HIALEAH** have determined to jointly fund the *City of Hialeah Circulator/Express Route Evaluation Study* and that **HIALEAH** has determined to provide the services for such study and its share of the costs thereof as provided below.

WITNESSETH:

ARTICLE 1.00: The MPO does hereby retain **HIALEAH** to provide the services for the *City of Hialeah Circulator/Express Route Evaluation Study*, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The referenced exhibits are attached hereto and made a part hereof as though fully recited herein. Article 16.00 governs each party's obligations for its portion of the Project Cost.

ARTICLE 2.00: The MPO and **HIALEAH** mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A" Scope of Services, Exhibit "B" Project Schedule, and Exhibit "C" Project Cost. The MPO agrees to furnish **HIALEAH** and its duly designated representatives information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. **HIALEAH** agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B", and "C", the MPO Director or his designee shall execute and issue **HIALEAH** a Notice-to-Proceed with the work described in said

Exhibits, such work to constitute performance of the **City of Hialeah Circulator/Express Route Evaluation Study** as set forth in said Exhibits.

ARTICLE 3.00: The services to be rendered by **HIALEAH** shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed within *six (6) months* from the date of execution and issuance of the Notice-to-Proceed.

ARTICLE 4.00: **HIALEAH** agrees to provide Project Schedule progress reports on a monthly basis and in a format acceptable to the MPO Director. The MPO Director shall be entitled at all times to be advised, at his request, as to the status of work being done by **HIALEAH** and of the details thereof. Coordination shall be maintained by **HIALEAH** with representatives of the MPO. Either parties to the agreement may request and be granted a conference.

ARTICLE 5.00: In the event there are delays on the part of the MPO as to the approval of any of the materials submitted by **HIALEAH** or if there are delays occasioned by circumstances beyond the control of **HIALEAH** which delay the Project Schedule completion date, the MPO Director or his designee may grant **HIALEAH**, by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of **HIALEAH** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as shown on Exhibit "B". In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, **HIALEAH** shall submit a written request to the MPO Director or his designee *twenty (20) days* prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The MPO Director or his designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and **HIALEAH** has not requested, or if the MPO Director or his designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the MPO Director or his designee.

ARTICLE 6.00: **HIALEAH** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the MPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the MPO Director, such specialists as **HIALEAH** may consider necessary.

ARTICLE 7.00: The MPO shall not be liable for use by the **HIALEAH** of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

ARTICLE 8.00: All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall become the property of the MPO without restriction or limitation on their use; and shall be made available, upon request, to the MPO at any time. Copies of these documents and records shall be furnished to the MPO upon request, verbal or written, allowing reasonable time for the production of such copies.

SUB-ARTICLE 8.10: Records of costs incurred by **HIALEAH** and all subconsultants performing work on the project, and all other records of **HIALEAH** and subconsultants considered necessary by the MPO for proper audit of project costs, shall be furnished to the MPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Metropolitan Miami-Dade County Administrative Order 6-1, shall govern *or Florida Statutes, whichever is more restrictive.*

HIALEAH shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by **HIALEAH** in conjunction with this Agreement. Failure by **HIALEAH** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the MPO Director.

ARTICLE 9.00: HIALEAH shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance or work under this contract.

ARTICLE 10.00: The MPO agrees to pay **HIALEAH** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B", and "C", attached hereto and made a part hereof.

ARTICLE 11.00: The MPO Director may terminate this Agreement in whole or in part at any time the interest of the MPO requires such termination.

SUB-ARTICLE 11.10: If the MPO Director determines that the performance of **HIALEAH** is not satisfactory, the MPO Director shall have the option of (a) immediately terminating the Agreement or (b) notifying **HIALEAH** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

SUB-ARTICLE 11.20: If the MPO Director requires termination of the Agreement for reasons other than unsatisfactory performance of **HIALEAH**, the MPO Director shall notify **HIALEAH** of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

SUB-ARTICLE 11.30: If the Agreement is terminated before performance is completed, **HIALEAH** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by MPO as provided in

Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

ARTICLE 12.00: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

ARTICLE 13.00: HIALEAH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **HIALEAH**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

SUB-ARTICLE 13.10: For the breach or violation of Article 13.00, the MPO Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 14.00: HIALEAH agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the MPO Director or his designee and securing its consent. **HIALEAH** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the property of the MPO. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

ARTICLE 15.00: The MPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

ARTICLE 16.00: Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. MPO shall pay **HIALEAH** 80% of such Project Costs. **HIALEAH** shall be responsible for the remaining 20% of such Costs. **HIALEAH** shall invoice MPO monthly for MPO's share of Project Costs in a format acceptable to the MPO Director or his designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. **HIALEAH** shall invoice 100% of the MPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the MPO to **HIALEAH** hereunder shall not exceed **\$20,000.00**.

SUB-ARTICLE 16.10: It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the MPO Director shall determine that reported costs by **HIALEAH** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within 60 days following the end of the Agreement. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the MPO Director or his designee, whichever is later.

ARTICLE 17.00: Standards of Conduct - Conflict of Interest - **HIALEAH** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. **HIALEAH** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

ARTICLE 18.00: The MPO Director reserves the right to cancel and terminate this Agreement in the event **HIALEAH** or any employee, servant, or agent of **HIALEAH** is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by **HIALEAH** for or on behalf of the MPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the MPO Director in conformity with the provisions of Article 8.00 hereof. **HIALEAH** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

ARTICLE 19.00: To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, **HIALEAH** shall indemnify and save harmless the MPO from any and all claims, liability, losses and causes of action arising out of **HIALEAH'S** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the MPO for any liability or claims arising out of the negligence, performance, or lack of performance of the MPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the MPO shall indemnify and save harmless **HIALEAH** from any and all claims, liability, losses and causes of action arising out of the MPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify **HIALEAH** for any liability or claims arising out to the negligence, performance, or lack of performance of **HIALEAH**.

ARTICLE 20.00: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ARTICLE 21.00:

Attachments:

Exhibit "A", Scope of Services

Exhibit "B", Project Schedule

Exhibit "C", Project Budget

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Metropolitan Planning Organization.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2010.

ATTEST: MIAMI-DADE COUNTY FLORIDA

**By The Governing Board of
Metropolitan Planning Organization (MPO)**

By: _____ Print Name _____

Director, MPO Secretariat

ATTEST: CITY OF HIALEAH

By: _____ Print Name _____

CITY OF HIALEAH Authorized Representative

By: _____ Print Name _____

CITY OF HIALEAH Project Manager

Exhibit A

Scope of Services

City of Hialeah Circulator/Express Route Evaluation Study

The purpose of this effort is to examine the current use of the City's transit circulator routes and to recommend the optimum operation and usage of the vehicles to maximize their positive impact on the community. Specifically, a measurement of ridership on the routes and subsequent recommendations relative to how to maintain optimum efficiency either by resource reallocation or route modification.

This proposal identifies a methodology to evaluate the service.

Task 1: Review of Existing Service

The City of Hialeah has been operating two circulator routes – the Flamingo and the Martin, since 2002. The service was put into place with the objective of increasing public transit opportunities to the community, alleviating traffic congestion, and ensuring that all residents had safe, reliable and friendly mobility options.

This scope of services is designed to evaluate the existing service and to make recommendations on how to improve the service.

This initial task will achieve the following:

- Establish the number of riders per hour for each route and where passengers are boarding and alighting the routes;
- Determine what the service is doing to meet community needs based on four focus group meetings (staff and elected officials, the current service provider)
- Assess the schedule reliability of the routes based on timing of the routes and spot-checking bus presence at key time points.
- Assess routing by analyzing potential generators of ridership, roadway level of service, presence of MDT routes.

This baseline information will be presented to staff in a working session, which will set the stage for the next task.

Task 2: Service Options

After evaluating the performance of the system, the consultant will determine if options exist to reallocate resources, create one or more express routes, or restructure routes to better serve the community.

The information provided by the boarding/alighting statistics generated during Task 1 will be the basis for much of this task. Any service redesign options (including routing, time of day operation, or headway adjustments) will be prepared. These will be discussed with staff to determine their potential viability. In addition, the consultant will assess current regulations associated with services funded through the People's Transportation Plan (PTP) and determine if there have been any changes to the stipulations that municipalities can only operate fixed route services.

The consultant will assess future use of the proposed service options and the overall impact it should have on the circulator service. The immediate goals should be to achieve ridership levels established by the Miami-Dade Metropolitan Planning Organization for circulator services (generally, five passengers per hour or 15,000 per year per route).

The consultant will prepare a cost analysis of each option along with passengers projected to be carried and other informational issues.

Task 3: Recommendations and Implementation

Based on the discussions held with staff in Task 2 and additional analysis conducted by the consultant, a set of proposed changes to the services will be made. An implementation timetable for these changes if any will be prepared. If desired by staff, the consultant will present the proposals to the City Council.

Task 4: Final Report

A final report will be prepared documenting all work in the evaluation study. Ten copies and an electronic (PDF) copy will be provided to the client unless another set are agreed upon. All maps will be provided in a format suitable for future use by the Village.

EXHIBIT B
PROJECT SCHEDULE

City of Hialeah Circulator/Express Route Evaluation Study

STUDY PHASES	MONTHS					
	1	2	3	4	5	6
TASK 1: Existing Conditions						
TASK 2: Service Options						
TASK 3: Recommended and Implementation						
TASK 4: Final Report						

EXHIBIT C
PROJECT COSTS

City of Hialeah Circulator/Express Route Evaluation Study

STUDY PHASE	TASK COST
TASK 1: Existing Conditions	\$9,000.00
TASK 2: Service Options	\$9,000.00
TASK 3: Recommended and Implementation	\$5,000.00
TASK 4: Final Report	\$2,000.00
TOTAL:	\$25,000.00